

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

Docket No.: 08-cv-05137

Rule 26: Initial Disclosure

Plaintiff,

-against-

BALLY'S LAS VEGAS CASINO/HOTEL and  
OTIS ELEVATOR COMPANY,

Defendants.

-----X

PLEASE TAKE NOTICE, that defendant, Parball Corporation d/b/a Bally's Las Vegas i/s/h/a Bally's Las Vegas Casino/Hotel, by their attorneys, Camacho Mauro Mulholland, LLP, as and for their automatic disclosure pursuant to R. 26 of the Federal Rules of Civil Procedure and the Local Rules of the Southern District of New York, respectfully set forth as follows:

**1. The Identity of All Persons With Pertinent Information Regarding The Claim**

Lynda Barnaby

David Leibowitz

Security Officer Mike Kriedman

Security Manager Leela Gallison

Manager Jose Diaz

EMT Johnson

Engineer Gerry Lenihan

Otis Technician Mike Degaul

Security Officer M. Nixon

Surveillance Officer M. Kriedman

Parball Corporation d/b/a Bally's Las Vegas i/s/h/a Bally's Las Vegas Casino/Hotel reserves it right to amend and/or supplement this response up to and including the time of trial.

**2. Expert Disclosure**

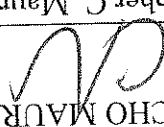
Parball Corporation d/b/a Bally's Las Vegas i/s/h/a Bally's Las Vegas Casino/Hotel, has yet to retain and/or designate an expert. If and when an expert is retained notice will be given pursuant to the Rules and Orders of this Court.

**3. Discovery Documents**

- Attached hereto as Exhibit "A" is the Bally's Incident Report.
- Attached hereto as Exhibit "B" is the Bally's Supplemental Report
- Attached hereto as Exhibit "C" is the Bally's Scene Check
- Attached hereto as Exhibit "D" are Photographs of the Elevator
- Attached hereto as Exhibit "E" is a VHS, Barnaby v. Bally's, #10377
- Attached hereto as Exhibit "F" is a statement of Ms. Barnaby
- Attached hereto as Exhibit "G" is a statement of Mr. Leibowitz
- Attached hereto as Exhibit "H" is a Otis Elevator Contract

Dated: New York, New York  
July 25, 2008

CAMACHO MAURO MULHOLLAND, LLP

  
\_\_\_\_\_  
Christopher C. Mauro, Esq. (CM 7660)  
Attorneys for Parball Corporation  
350 Fifth Avenue - Suite 5101  
New York, New York 10118  
(212) 947-4999  
Our File No.: HARY-1984-E

To: (See Affidavit attached)

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss:

Gloria Zapata, being duly sworn, deposes and says:

That I am not a party to the within action, am over 18 years of age and reside in Brooklyn, New York.

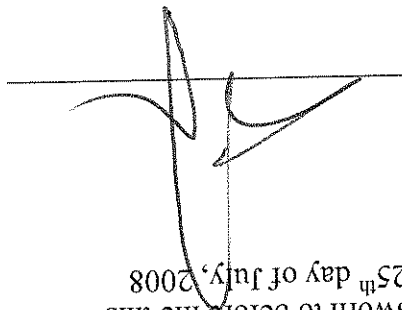
That on 25<sup>th</sup> day of July, 2008, deponent served the within **Rule 26 Initial Disclosure** upon the attorneys/individuals listed below, at his/her/its addresses which were so designated by said attorneys for said purpose, by depositing a true copy of same enclosed in a post paid properly addressed wrapper in a post office under the exclusive care and custody of the United States Postal Service within the State of New York:

TO:

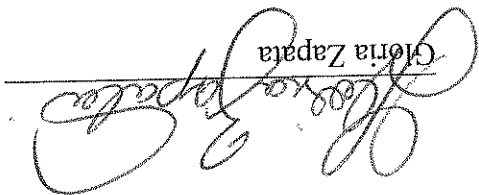
Shandell, Blitz, Blitz & Ashley, LLP  
*Attorneys for Plaintiffs*  
150 Broadway, 14<sup>th</sup> Floor  
New York, New York 10038  
(212) 513-1300

Geringer & Dolan, LLP  
5 Hanover Square, 3<sup>rd</sup> Floor  
New York, New York 10004  
(212) 682-7050  
(212) 867-5987  
Attorneys for defendant  
OTIS ELEVATOR COMPANY

Sworn to before me this  
25<sup>th</sup> day of July, 2008



ERIC S. MALINOWSKI  
Notary Public, State of New York  
No. 02MA6172616  
Qualified in New York County  
Commission Expires Aug. 20, 2011



Gloria Zapata

*Exhibit A*

Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>		<b>Ballys Security</b> 3645 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109 (702) 967-4481 <b>CR-1</b>				CASE# <b>0710B-0725</b> <hr/> PAGE <b>1</b>	
OFFENSE(S) GI/I Guest Injury				OFFENSE(S) cont'd.			
DATE, TIME AND DAY OF OCCURRENCE 10/06/07 12:00 Saturday				DATE AND TIME REPORTED 10/06/07 12:00		MORE CHARGES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
LOCATION OF OCCURRENCE 1 North Tower P-5, Ballys				LOCATION NAME		ESTIMATED LOSS VALUE	
TYPE OF LOCATION				BEAT		SECTOR	
<b>PERSONS</b> Codes: V = Victim W = Witness C = Complainant P = Parent G = Guardian R = Party O = Other							
MORE NAMES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>							
CODE W 1 OF 1		NAME - LAST, FIRST, MIDDLE, SUFFIX Leibowitz, David		HOME 4705 Henry Hudson Pkwy, Bronx, NY 10471		HOME (718) 884-3156	
OCCUPATION		RACE W SEX M AGE 58		DOB 02/28/1949		HOTEL ROOM 784 Ballys, Las Vegas, NV 89109	
DL		STATE		SS# 091-40-7998		INJURIES	
CODE C 1 OF 1		NAME - LAST, FIRST, MIDDLE, SUFFIX Barnaby, Lynda		HOME 4705 Henry Hudson Pkwy, Bronx, NY 10471		HOME (718) 884-3156	
OCCUPATION		RACE W SEX F AGE 51		DOB 12/04/1955		HOTEL ROOM 3645 Las Vegas Blvd South, Las Vegas, NV 89109	
DL		STATE		SS# 097-48-9771		INJURIES Yes	
CODE OF		NAME - LAST, FIRST, MIDDLE, SUFFIX		ADDRESS 1		PHONE 1	
OCCUPATION		RACE SEX AGE DOB		ADDRESS 2		PHONE 2	
DL		STATE		SS#		INJURIES	
				ADDRESS 3		PHONE 3	
<b>CASE SUMMARY / VEHICLE INFORMATION</b>							
SUMMARY Hotel Guest Lynda Barnaby (Platinum TRC) was getting into the North Tower Elevator P5 and tripped falling to the ground injuring her right knee. Barnaby declined medical. The elevator was not level to the ground. AHM Jose Diaz was notified.							
VEHICLE USED IN CRIME YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/> OF		LICENSE (NO. AND STATE)		YEAR MAKE MODEL		BODY TYPE COLOR VIN	
TOW REPORT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		GARAGE NAME AND PHONE		REGISTERED OWNER		R/O ADDRESS	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						MORE VEHICLES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<b>SUSPECT(S) / ARRESTEE(S)</b>							
Codes: S = Suspect A = Arrestee D = Detainee SV - Suspect/Victim AV - Arrestee/Victim DV - Detainee/Victim							
CODE OF		NAME - LAST, FIRST, MIDDLE, SUFFIX		ADDRESS 1		PHONE 1	
RACE SEX HT WT HAIR EYE AGE DOB				ADDRESS 2		PHONE 2	
OCCUPATION				ADDRESS 3		PHONE 3	
SCARS / MARKS / TATTOOS YES <input type="checkbox"/> NO <input type="checkbox"/>		AKA's		ARRESTEE DISPOSITION		RELEASE LOCATION	
DL		STATE		ARRESTED YES <input type="checkbox"/> NO <input type="checkbox"/>		BOOKING #	
				WARRANT YES <input type="checkbox"/> NO <input type="checkbox"/>		CITATION #	
				SS#		CII#	
CHARGES							
CODE OF		NAME - LAST, FIRST, MIDDLE, SUFFIX		ADDRESS 1		PHONE 1	
RACE SEX HT WT HAIR EYE AGE DOB				ADDRESS 2		PHONE 2	
OCCUPATION				ADDRESS 3		PHONE 3	
SCARS / MARKS / TATTOOS YES <input type="checkbox"/> NO <input type="checkbox"/>		AKA's		ARRESTEE DISPOSITION		RELEASE LOCATION	
DL		STATE		ARRESTED YES <input type="checkbox"/> NO <input type="checkbox"/>		BOOKING #	
				WARRANT YES <input type="checkbox"/> NO <input type="checkbox"/>		CITATION #	
				SS#		CII#	
CHARGES							
<b>ADMINISTRATION</b>							
VICTIM DESIRES PROSECUTION YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		FOLLOW-UP YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		COPIES TO: <input type="checkbox"/> PAT. <input type="checkbox"/> DET. <input type="checkbox"/> DA <input type="checkbox"/> COURT <input type="checkbox"/> PROBATION <input type="checkbox"/> VWAP <input type="checkbox"/> OTHER:			
BY OFFICER M. Kriedman 800283869		DATE/TIME 10/06/07 13:49		APPROVED BY Leela Gallison 800270403		DATE APPROVED 10/06/07	
OFFICER		UNIT/SHIFT		ASSIGNED TO		CASE STATUS Closed	

Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>	<b>Ballys Security</b> 3645 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109 (702) 967-4481 <b>Narrative Report</b>	CASE # <b>0710B-0725</b>  Page 1 of 2
OFFENSE(S) GI/I Guest Injury		OFFENSE(S) cont'd.
DATE, TIME AND DAY OF OCCURRENCE <b>10/06/07 12:00 Saturday</b>		DATE AND TIME REPORTED <b>10/06/07 12:00</b>
LOCATION OF OCCURRENCE <b>1 North Tower P-5, Ballys</b>	LOCATION NAME	TYPE OF LOCATION
		BEAT
		SECTOR
NARRATIVE		
Name of guest: Lynda Barnaby  Guest of the Hotel: Yes  If not a guest where are they staying:  Room #: 784  Player number and Status: Platinum 15702224687  Location of Incident: North Tower low bank elevator casino lobby  Nature of Injury: Right knee black and blue and swelling  Slip and Fall (Y/N): Yes  How Often is Area Cleaned?:  Last Time Area was Cleaned:  Person Area was Last Cleaned by:  Paramedics: No  Transport? No  Evidence taken?  Camera Coverage? Yes  Narrative: On 10/06/07 at about 1205 hours I was dispatched to the North Tower Low Bank Elevators in regards to a guest accident. Upon arrival, I met with Platinum Guest Lynda		
<b>ADMINISTRATION</b>		
BY OFFICER <b>M. Kriedman 800283869</b>	DATE/TIME <b>10/06/2007 13:49</b>	APPROVED BY <b>Leela Gallison 800270403</b>
		DATE APPROVED <b>10/06/07</b>
OFFICER	UNIT/SHIFT	ASSIGNED TO
		CASE STATUS <b>Closed</b>

Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>	<b>Ballys Security</b> 3645 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109 (702) 967-4481 <b>Narrative Report</b>		CASE # <b>0710B-0725</b>  Page 2 of 2
OFFENSE(S) <b>GI/I Guest Injury</b>		OFFENSE(S) cont'd.	
DATE, TIME AND DAY OF OCCURENCE <b>10/06/07 12:00 Saturday</b>		DATE AND TIME REPORTED <b>10/06/07 12:00</b>	
LOCATION OF OCCURENCE <b>1 North Tower P-5, Ballys</b>	LOCATION NAME	TYPE OF LOCATION	BEAT SECTOR
NARRATIVE <p>             Barnaby and her husband David Leibowitz. Barnaby stated that on 10/06/07 at about 12:00 hours she was entering Elevator P5 when her right foot caught the floor of the elevator, which was raised three inches above the lobby level, causing her to fall to the ground. Barnaby's right knee swelled and was turning black and blue. I advised Barnaby of her medical options which she stated that she would wait until she arrived home to see her doctor. EMT Johnson provided Barnaby with an ice pack. Engineer A Gerry Lenihan and I conducted an Accident Scene Check showing the door to Elevator P5 open with the car three inches above lobby level. It should be noted that Otis Elevator was contacted and would send Technician Mike Degaul to repair Elevator P5. Life Safety was contacted for camera coverage with positive coverage. I notified AHM Jose Diaz of this incident.           </p>			
<b>ADMINISTRATION</b>			
BY OFFICER <b>M. Kriedman 800283869</b>	DATE/TIME <b>10/06/2007 13:49</b>	APPROVED BY <b>Leela Gallison 800270403</b>	DATE APPROVED <b>10/06/07</b>
OFFICER	UNIT/SHIFT	ASSIGNED TO	CASE STATUS <b>Closed</b>

*Exhibit B*



Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>	<b>Ballys Security</b> 3645 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109 (702) 967-4481 <b>Supplemental Report</b>	CASE # <b>0710B-0725</b> <hr/> PAGE 1 OF 1
OFFENSE(S) <b>GI/I Guest Injury</b>		OFFENSE(S) cont'd.
DATE, TIME AND DAY OF OCCURENCE <b>10/06/07 12:00 Saturday</b>		DATE AND TIME REPORTED <b>10/06/07 12:00</b>
LOCATION OF OCCURENCE <b>1 North Tower P-5, Ballys</b>	LOCATION NAME	TYPE OF LOCATION
CASE SUMMARY		BEAT      SECTOR
NARRATIVE  <p>On 10-06-07 a review of Life Safety camera #410 was made which shows the low rise elevator lobby casino level. At 11:58:13 hours a WFA with short light colored hair, wearing glasses, dark colored short sleeved shirt and dark colored pants and flip flop type shoes enters the elevator lobby and goes into elevator P-5 which is the first elevator on the left as you enter the lobby. At 11:58:21 hours the WFA is seen stumbling forward into the car. Elevator quad #152 shows inside the elevator with P-5 being the upper left quad. It appears the elevator was not completely level to the lobby floor and her right foot hits against the unlevel portion of the car causing her to fall forward to the floor of the elevator. She then pulls herself to her feet and exits the car on the lobby level. The doors of the elevator remain open. At 11:59:34 hours security arrives on the scene. This incident was dubbed onto master DVD #70, track #7 and the original tapes logged into evidence under sequence #354.</p>		
<b>ADMINISTRATION</b>		
FOLLOW-UP YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		COPIES TO: <input type="checkbox"/> PAT. <input type="checkbox"/> DET. <input type="checkbox"/> DA <input type="checkbox"/> COURT <input type="checkbox"/> PROBATION <input type="checkbox"/> VWAP <input type="checkbox"/> OTHER
BY OFFICER <b>T. Crawford 800310673</b>	DATE/TIME <b>10/06/2007 13:02</b>	APPROVED BY <b>Leela Gallison 800270403</b>
OFFICER	UNIT/SHIFT	ASSIGNED TO
		DATE APPROVED <b>10/06/07</b>
		CASE STATUS

*Exhibit C*



# ACCIDENT SCENE CHECK

(To Be Completed By Security Officer And Engineer)

S.R. # 07109-0725

Report Taken 10/06/07 12:10  
Date/Time

Guest Name LYNDA Darnaby

**BY SECURITY OFFICER**

Time 12:10

Date 10/6/07

Defects Noted (Explain in Detail) area checked Elevator P-5 on Lobby Level Doors open and car was Three inches High from Floor.

Action Taken If Defects Noted OTIS Elevator was called to check car.

Lighting Normal? (If Not, Explain) \_\_\_\_\_

*In*

Outside Diagram? Yes ☒ No ☐

Checked By Security Officer

Name

I.D. #

**BY ENGINEER**

Time 12:10

Date 10-06-07

Defects Noted (Explain in Detail) CHECKED ELEVATOR P-5 ON LOBBY LEVEL. DOORS ARE OPEN AND CAR THREE INCHES HIGH FROM FLOOR.

Action Taken If Defects Noted OTIS ELEVATOR CALLED TO CHECK CAR.

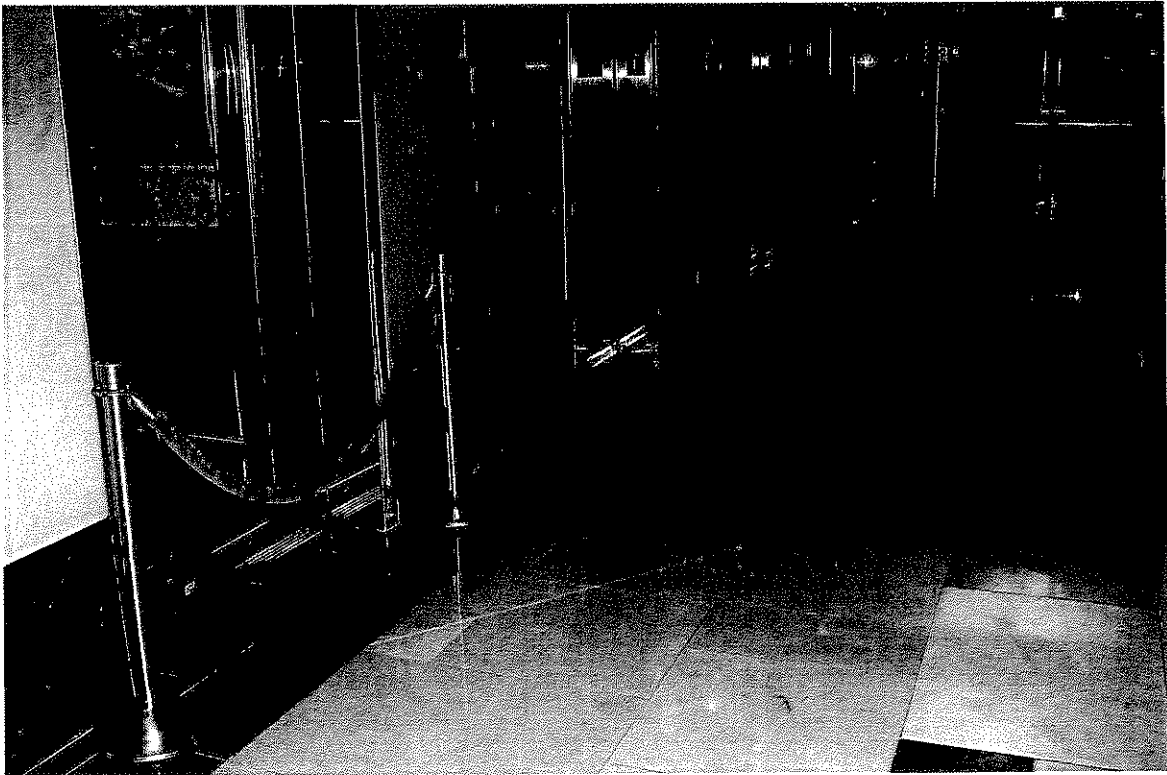
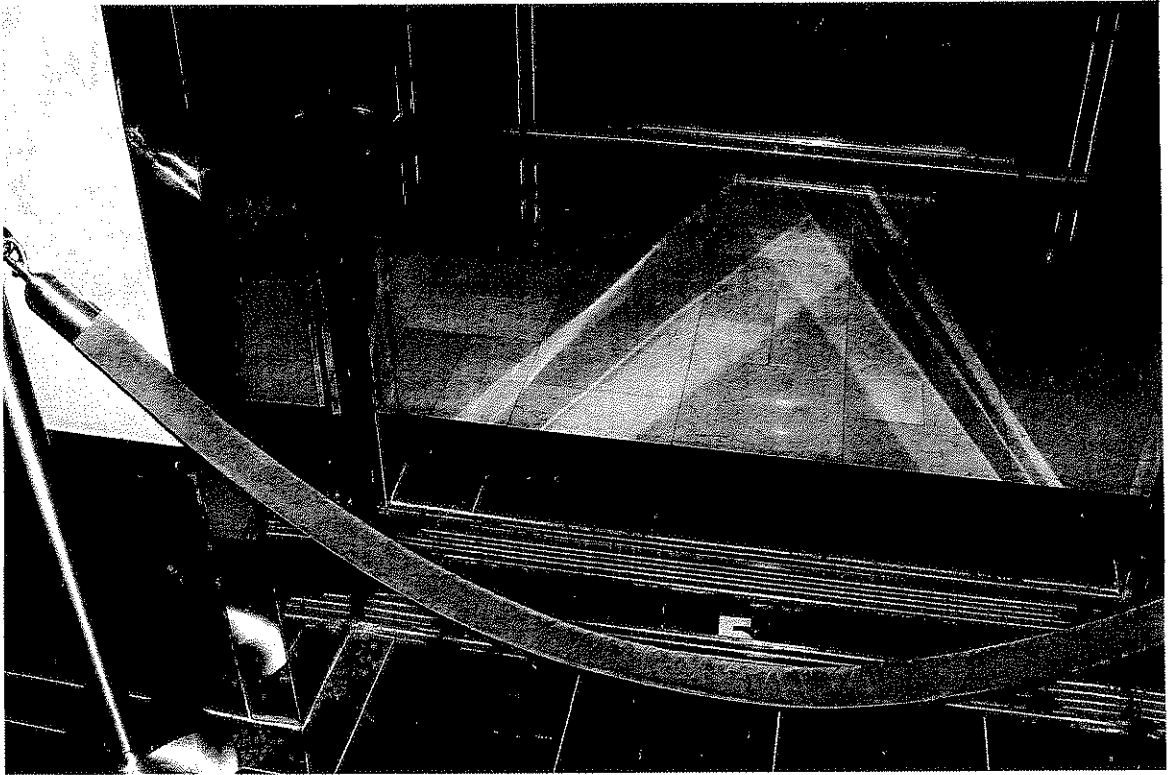
Checked By Engineer

Name

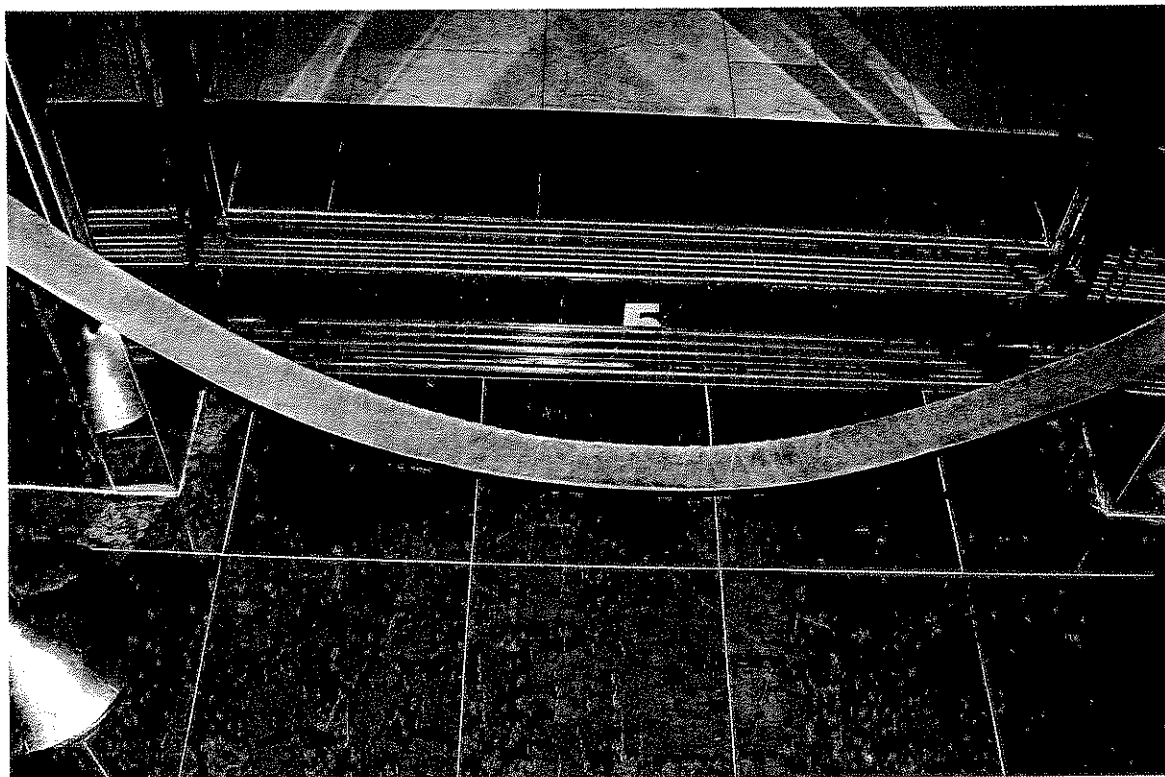
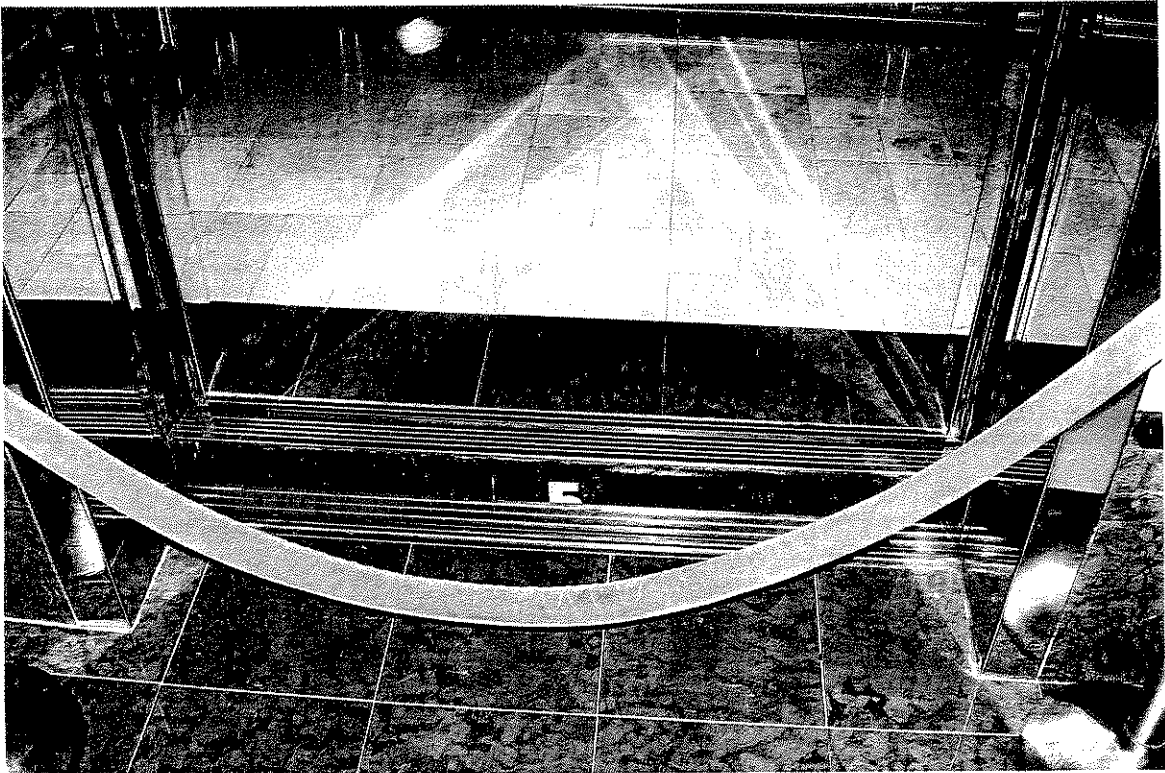
I.D. #

REV 5/99 LV 887

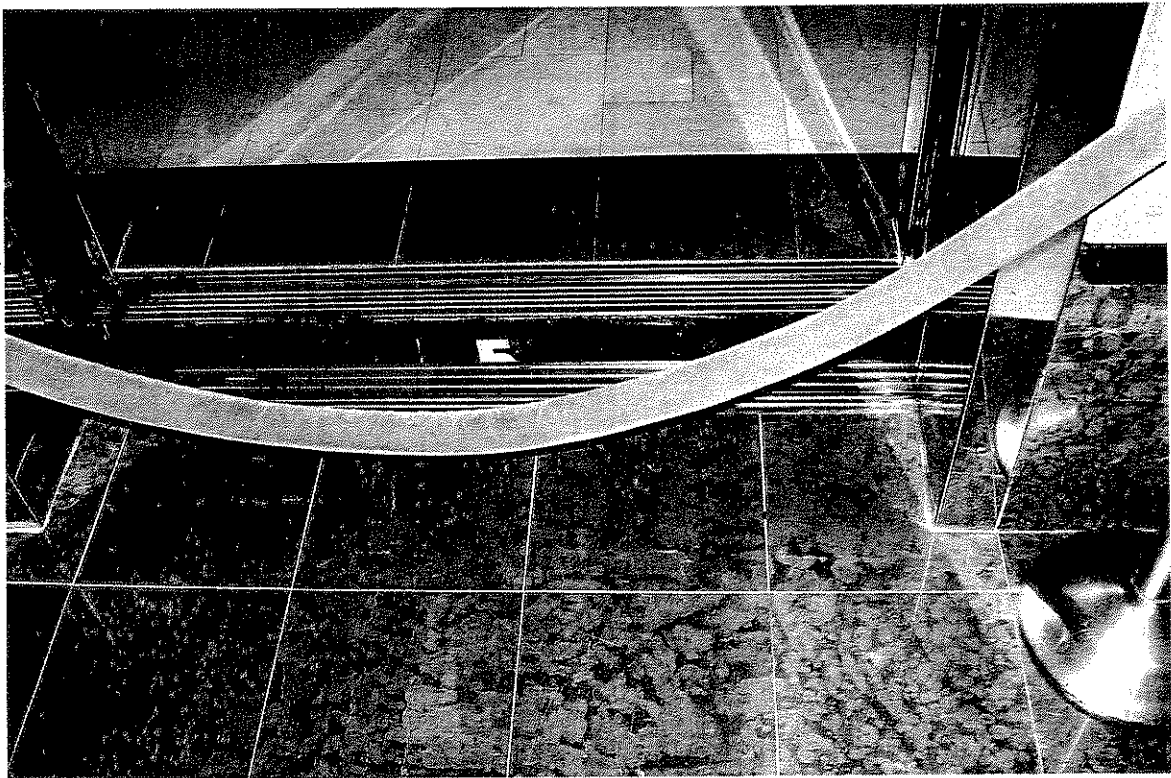
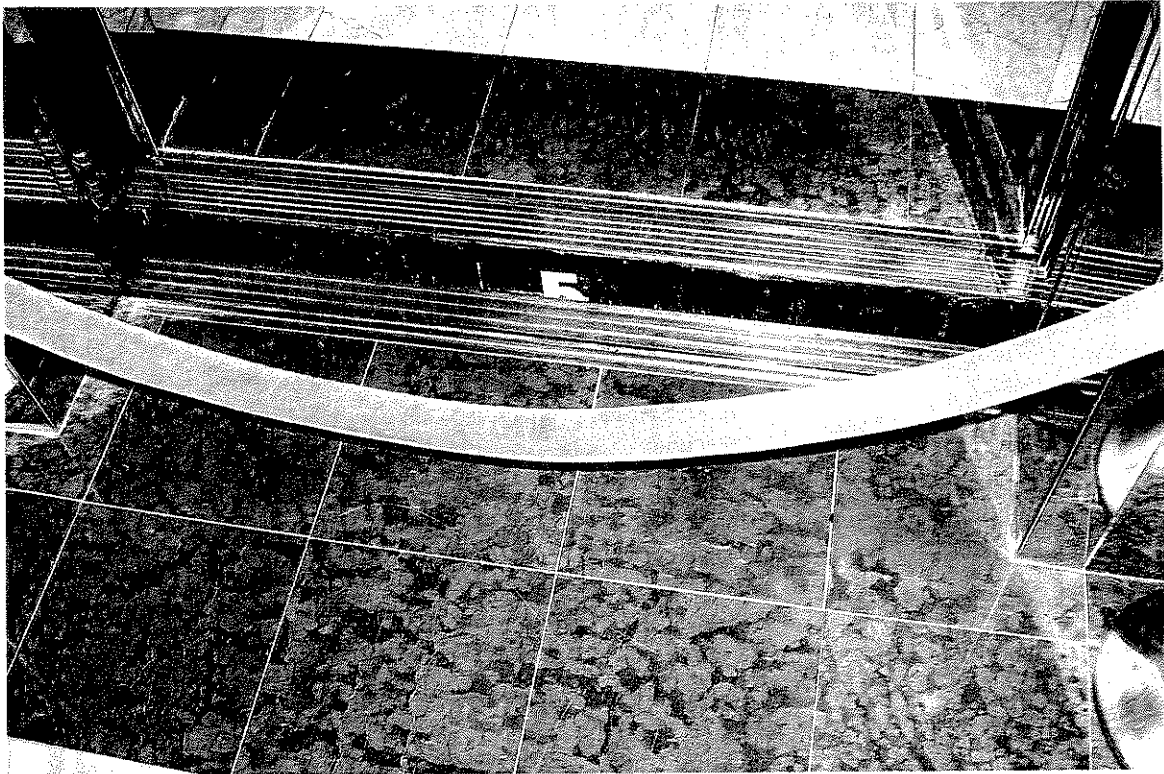
*Exhibit D*











*Exhibit E*



*Exhibit F*



SR # 0710A-0725

## VOLUNTARY STATEMENT

I, David Leibowitz Bally's/Paris ID # 091407998 am 2/28/49 years of  
(Please Print Name)  
 age, and my address is 4705 Henry Hudson Pkwy Home Phone # 715-884-3156  
bx NY 10471 Bus. Phone # 212-605-0532

On 10/6/07 at 11:55 AM - my wife Lynda Namby  
 attempted to get on elevator #5 for the North Tower Rm 784  
 Elevator door opened - floor was not level - approximately 4" difference  
 my wife fell into elevator after catching her foot.  
 Landed heavily on both knees. Right knee immediately  
 turned black and blue and began to swell.

Total Rewards \$ 15702224685

Date 10/6/07 Time 12:05 PM

Witness

David Leibowitz

Signature of person  
giving voluntary statement

Michael Lieberman 2283861

*Exhibit G*

**BALLY'S**  
LAS VEGAS**ACCIDENT/ILLNESS  
VOLUNTARY STATEMENT**

S.R.: 0710A-0725

PRINTED NAME: LYNDA BARNABY TELE #: 718-884-3156 S.S. #: 097-489771  
ADDRESS: 4705 HENRY HUDSON PKWY, BRONX, NY 10471  
OCCUPATION: Market Research E.I.N. (IF APPLICABLE) ZIP  
WHAT, IF ANY, INJURIES DID YOU SUSTAIN?: B Trauma to both knees D.O.B.: 12/04/55

WHAT, IF ANY, PROPERTY DAMAGE DID YOU SUSTAIN?: NA

STATEMENT OF ILL OR INJURED PARTY — State in your own words what you were doing and what happened to cause your accident/illness: NOON: October 6<sup>th</sup>

went to enter elevator to return to hotel  
room in North Tower #784

The elevator floor wasn't level and caught my  
foot on uneven raised floor and that caused  
me to fall forward landing hard on both  
knees, both knees - and right knee already  
swollen and bruised and causing pain.

Total Rewards # 1570222 4687

10/06/07  
DATE

William O. Wickham 800 288 365  
WITNESS TO STATEMENT

12:10  
TIME

Lynnda Barnaby  
SIGNATURE OF ILL/INJURED

# Exhibit K

**ATTACHMENT 1****Property Service Agreement**

**Bally's Las Vegas  
3645 Las Vegas Blvd. South  
Las Vegas, NV 89109**

**Pursuant to the National Services Agreement dated as of August 1, 2006**

This Property Service Agreement ("Property Service Agreement") is entered into as of this 1st day of August, 2006, by and between Parball Corporation, a Nevada corporation dba Bally's Las Vegas ("Harrah's"), and Otis Elevator Company ("Otis") and is deemed to be incorporated into that certain National Services Agreement dated as of the 1st day of August, 2006, by and between Harrah's and Otis (the "Master Agreement"). Any terms used herein but not defined shall have the meaning ascribed to such term in the Master Agreement. This Property Service Agreement supersedes the Otis Maintenance Agreement dated January 2, 2001 between Harrah's and Otis, which is hereby terminated.

**1. Project Scope – Description of Services to be Provided by Otis**

Harrah's property ("Property") shall select one of the following plans of coverage. If no plans are checked, the Standard Plan shall be used. Harrah's Property may change plan of coverage with sixty (60) days notice through an Addendum to this Property Service Agreement.

- ☐ Standard Plan  
☐ Premium Plan  
☒ Other : Premium Plus

**■ Standard Plan Coverage is as follows:**

Plan provides maintenance/repair service/testing coverage during specific standard business hours, as defined above. Coverage shall include performing housekeeping services on the Units. All maintenance, service and testing must meet all local, State, and any other regulatory agency codes.

**Maintenance**

Otis will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

~~Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.~~

Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.

Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.

Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.

~~Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.~~

In addition, Otis will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, Otis will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

Otis is not required under this agreement to install new attachments, as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this Agreement; however, such service shall be performed at a mutually agreed upon and reasonable additional cost.

This Property Service Agreement does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, ~~hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards.~~ Without affecting our obligation to provide service under this Property Service Agreement, you agree to permit



us to train our personnel on the Units. This Property Service Agreement does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Property Service Agreement does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

Otis will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by Insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping, and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

Harrah's assumes responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Property Service Agreement with the exception of existing Otis-Harrah's agreements. If such Code violations or other outstanding safety violations are not corrected in accordance with this Property Service Agreement, Otis may, with respect to the Units not meeting Code requirements, cancel this Property Service Agreement by providing thirty (30) days written notice.

Harrah's Property agrees to routinely service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

~~Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Property Service Agreement will be provided by Harrah's and will remain Harrah's property.~~

Otis will use the Otis Maintenance Management System™ preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The units will be provided with devices to monitor usage. Otis will use OMMS® standard work processes developed and continuously improved by Otis.

Overtime Coverage - Standard Plan:

For equipment-related repairs and callbacks outside of regular working hours, Otis will absorb the worked hours at straight time rates and Harrah's will be charged for the overtime premium portion only, including for travel time.



■ Premium Plan coverage is as follows:

Includes Standard Plan coverage plus Otis will provide overtime callback at all times for critical and emergency calls. Premium Plan does not include overtime maintenance or repairs. The same exclusions apply as set forth above in the Standard Plan.

Overtime Coverage - Premium Plan:

For equipment-related repairs outside of regular working hours, Otis will absorb the worked hours at straight time rates and Harrah's will be charged for the overtime premium portion only, including for travel time. Equipment-related callbacks will be absorbed by Otis. Non-equipment related callbacks that are the result of misuse, vandalism, etc. will be charged at the standard billing rates during regular working hours and standard plus premium rates outside of working hours.

■ Other Coverage Plan:

Premium Plus Plan:

The same exclusions apply as set forth above in the Standard Plan.

Under the Premium Plus plan, Otis will provide a mechanic located on-site at one of the Harrah's Las Vegas properties 24 hours per day, seven days a week. During regular working hours (6:00 AM to 6:00 PM, Monday through Friday, excluding Union holidays) the normal route mechanics will provide such coverage. Outside normal working hours (6:00 PM to 6:00 AM Monday through Friday and 24 hours per day Saturdays and Sundays) Otis will locate a mechanic on-site at one of the Harrah's Las Vegas properties.

Overtime Coverage - Premium-Plus Plan:

For equipment-related repairs outside of regular working hours, Otis will absorb the worked hours at straight time rates and Harrah's will be charged for the overtime premium portion only, including for travel time. Equipment-related callbacks will be absorbed by Otis. Non-equipment related callbacks that are the result of misuse, vandalism, etc. will be charged at the standard billing rates from 6:00 AM to 6:00 PM and at the standard plus premium rates from 6:00 PM to 6:00 AM.

■ Standard Coverage Hours: 6:00 AM to 6:00 PM. It is understood and agreed that the coverage hours will be determined on a property-by-property basis. Standard business days are Monday through Friday, excluding union holidays.

All Services performed during these times will be performed at no additional cost, with the exception of those services not included per the contract documents. Otis will offer complete maintenance during these standard business hours. If Harrah's Property has special requirements with regard to time or date for completing maintenance, Otis will make every effort to accommodate the request.

Number of Resident Mechanics On-Site at Harrah's Property:  
Standard Coverage Hours of On-Site Resident Mechanics:

2  
6:00 AM to 6:00 PM

■ **Hourly Rate**

Standard Hourly Rate, when applicable: \$231.40

Overtime Premium Hourly Rate, when applicable: \$231.40

■ **Overtime Coverage**

Annually, based on start date of each property Agreement, Otis will provide each Harrah's property with a designated number of stand-by hours of overtime coverage for one mechanic at no additional cost. This coverage can be used for special events and/or New Year's Eve stand-by. Hours will not carry over to following year.

Contract Billing

< \$10,000/month

> \$10,000/month

Hours of overtime

8 hours

16 hours

This Overtime Coverage provision does not apply to the following Las Vegas Properties: Bally's Las Vegas, Caesars Palace, Flamingo Las Vegas, Harrah's Las Vegas, Paris, Rio.

■ **Unit Detail**

All Units covered under this Property Service Agreement are listed in Unit Detail Attachment 1-A attached hereto and incorporated herein by reference.

■ **Service Level Commitment**

Attachment 1-B – Service Level Commitment provides reporting, measurement guidelines, and financial implications for below target performance. Service levels will be measured in the following areas.

- ~~Response times for calls~~
- Operating performance
- Call backs per Unit
- Reporting
- Unit downtime
- Violations

■ **Definition of Service Call Types**

Examples of issues are not all inclusive and provide a specific issue that falls into this call type for an understanding of other call types that may apply.

Service Call Type	Example of issue	Otis Definition
Emergency	Entrapment	Entrapment or injury
Critical	Unit down	Critical Unit or bank of elevators are shut down
Adjustment	Elevator doors close	Service Request

	too slow	
Non-Equipment Related Call	Vandalism, flood	Work outside the scope of routine maintenance

#### ■ Service Call Response Time

Otis shall respond to the following category of calls in the specified amount of time during regular covers hours. After regular coverage hours, the travel time, which may vary, will be added to the stated response times below.

Emergency: on site Minutes  
Critical: on site Minutes  
Adjustments: 45 Minutes

#### ■ Operating Performance

Otis will provide Harrah's a baseline performance review for property to establish the current performance operational criteria. The table below gives a guideline for microprocessor-controlled equipment. Floor to floor time assumes 8'8" floors. Door time assumes 42" for passenger and 48" for service. Otis shall work with Harrah's to establish a Property specific operating performance criteria that will be measured on a monthly basis. Below is an example of the performance criteria and measurements.

Attachment 1-C – Operating Performance shall be completed by Otis and Harrah's within ninety (90) days of execution of this Property Service Agreement.

Table directly below is *EXAMPLE ONLY*.

Unit Type	Performance Criteria
Gearless Passenger (3500 lbs. 500-800FPM)	Door Opening Time (seconds) – 1.5 to 1.9
	Door Closing Time (seconds) – 2.4 to 2.8
	Stopping Accuracy (inches) – 1/4"
	Floor to Floor Time (seconds) – 7.9 to 9.5
Gearless Service (4500 lbs. 500-700FPM)	Door Opening Time (seconds) – 1.7 to 2.5
	Door Closing Time (seconds) – 2.4 to 2.8
	Stopping Accuracy (inches) – 1/4"
	Floor to Floor Time (seconds) – 9.5 to 11.2
Geared Passenger (3500 lbs. 350 FPM)	Door Opening Time (seconds) – 1.7 to 2.5
	Door Closing Time (seconds) – 2.4 to 2.8
	Stopping Accuracy (inches) – 1/4"
	Floor to Floor Time (seconds) – 9.0 to 11.6

### Required Testing

Otis shall perform the following tests, all of which comply with the ANSI code for elevators and escalators:

Traction elevators: Otis will conduct an annual no load test and perform at each fifth (5<sup>th</sup>) year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

Hydraulic elevators: Otis will conduct the annual no load test and the annual pressure relief valve test.

For those elevators with firefighters' service, Otis will perform monthly special emergency service testing at all sites with standby mechanic sites and will perform annual special emergency service testing at all sites.

Where ANSI 2000 code revisions are adopted Otis will provide escalator indexing as required by code. In the event that the escalator fails the index test, Otis will produce a proposal to install skirt brushes.

In some instances, Tribal properties have fewer testing requirements. Otis will meet the specific testing requirements for these sites as outlined and in effect by the governing authority that are at the time of the execution of this Property Service Agreement.

### Internal Self-Performance Evaluation by Otis

Otis shall provide an objective performance evaluation by a regional representative from ~~outside the Otis office where the Property is based.~~ These evaluations shall be performed at no cost to Harrah's.

The designated Otis representative will conduct annual on-site surveys. The focus of these inspections is to insure that proper maintenance is being completed at every property. The representative will confirm that the necessary maintenance procedures have been completed, identify any missed maintenance procedures or repairs and identify any relevant safety items.

Summary results of the audits and surveys will be provided to Harrah's along with the Otis action plans for resolution of any issues pending. An action plan to resolve all pending issues will be submitted to the local Harrah's property within thirty (30) days of the completion of the audit along with a schedule as to when the work will be completed.

## 2. On-Site Notice

Otis shall sign in and out at the following location when they arrive and depart the Property.

Sign In / Out Location: Senior Watch



By checking 'Yes', the Property will allow verbal notification via phone when arriving on site during emergency calls. ☐ Yes ☐ No (If blank, No is considered checked)

3. Payment Schedule

- a. The fixed or not-to-exceed total monthly price contract for the Services to be performed by Otis under this Property Service Agreement is \$58,140.00, which shall be paid on the following schedule:

Property current payment type is:

☒ Quarterly ☐ Semi-Annually ☐ Annually ☐ New account

Property select payment type is:

☐ Semi-Annually ☒ Annually

(Property may be eligible for discounts, see Section b below)

This section is only for Properties that currently use Otis: Property currently receives a discount of 1% as reflected in the above pricing that will be maintained if their payment frequency is not changing. Property will not receive an incremental discount for changing, and will only receive the actual discount stated below in Section b.

The frequency of the selected payment type must not be less than current payment type.

- The Property invoices shall be sent to:

Attn: Harrah's A/P, Las Vegas Region  
Address: P.O. Box 15000  
Las Vegas, NV 89114

- All payments shall be sent to Otis at:

Attn: Otis Elevator Company  
Address: P.O. Box 730400  
Dallas, TX 75373-0400

b. Payment Discount

Property may select payment type to receive a discount, if payment type is not currently established as semi-annually or annually under any current agreement with Otis.

Payment Type	% Savings
Semi-annual to annual	2%

All discounts are applied under retail accounting method  
( $100 \times .97 \times .998 = 95.06$ )

c. Billing

Billing is sent in advance of service period and payment terms are Net Thirty (30) days from receipt of invoice.

4. Modernization Discount. Otis will offer a minimum two percent (2%) savings off the maintenance price of each Unit for all modernizations that include modernization of the existing controller system to an Otis control system. This discount shall be reflected directly on the Property Invoice. Both parties shall negotiate in good faith, considering all efficiencies and cost savings created by modernization, to obtain a mutually agreed upon final percent discount for each Unit modernized.
5. Rebate. Otis will provide Harrah's Property a one percent (1%) Otis Bonus rebate based on total contract maintenance billing of Harrah's Property. The Otis Bonus rebate must be spent on products or services purchased from Otis, excluding maintenance. Otis will provide Harrah's with a quarterly report indicating the monthly contract maintenance spent for the Property and the accumulated rebate. Harrah's property shall have twelve (12) months from rebate issuance to use value. Rebate shall be included in reporting requirements. Harrah's property must be current on all undisputed maintenance invoices (30 days or less from receipt) in order to receive said rebate for such Harrah's property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties agree that the complete agreement between the parties consists of 1) the Master Agreement, and 2) this Property Service Agreement.

Property:

Parball Corporation, a Nevada corporation  
dba Bally's Las Vegas

By: 

Name: Tom Jenkin

Title: President - Western Division

Date: 7/10/2006

Otis:

Otis Elevator Company

By: 

Name: DAN QUIGLEY

Title: DIRECTOR OF MARKETING

Date: 7-11-06

**DAN QUIGLEY**  
**DIRECTOR OF MARKETING**  
**OTIS ELEVATOR COMPANY**

**Attachment 1A**  
**Bally's Las Vegas**

Hourly Rate - Standard	\$231.40
Hourly Rate - Overtime	\$231.40

Hourly Rate Overtime is listed as a premium rate that is either added to the Hourly Rate - Standard for services that are not under contract. For contractual work performed on overtime, only the premium rate (Hourly Rate - Overtime) will be charged.

Designation Assigned by Property & Location	Equipment Make & Type	Number of Equipment Units						Monthly Price Premium Plus Plan	
		Freight Elevators		Passenger Elevators		Escalators	Moving Walks		Other
		Traction	Hydraulic	Traction	Hydraulic				
Bally's P1 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P2 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P3 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P4 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P5 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P6 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P7 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P8 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P9 Low Rise North Tower	Otis Gearless			1					1,155.76
Bally's P10 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's P11 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's P12 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's P13 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's P14 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's P15 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's P16 High Rise North Tower	Otis Gearless			1					1,155.76
Bally's S1 Service North Tower	Otis Gearless			1					1,155.76
Bally's S2 Service North Tower	Otis Gearless			1					1,155.76
Bally's S3 Service North Tower	Otis Gearless			1					1,155.76
Bally's S4 Service North Tower	Otis Gearless			1					1,155.76
Bally's S5 Service North Tower	Otis Gearless			1					1,155.76
Bally's S6 Service North Tower	Otis Gearless			1					1,155.76
Bally's S7 Service North Tower	Otis Gearless			1					1,155.76
Bally's S8 Service North Tower	Otis Gearless			1					1,155.76
Bally's P17 Low Rise South Tower	Swift Gearless			1					1,155.76
Bally's P18 Low Rise South Tower	Swift Gearless			1					1,155.76
Bally's P19 Low Rise South Tower	Swift Gearless			1					1,155.76
Bally's P20 High Rise South Tower	Swift Gearless			1					1,155.76
Bally's P21 High Rise South Tower	Swift Gearless			1					1,155.76
Bally's P22 High Rise South Tower	Swift Gearless			1					1,155.76
Bally's S14 Service South Tower	Swift Gearless			1					1,155.76
Bally's S15 Service South Tower	Swift Gearless			1					1,155.76
Bally's S16 Service South Tower	Swift Gearless			1					1,155.76
Bally's S17 South Tower Kitchen	US Hydro					1			180.50



00-0P1-B2

## NATIONAL SERVICES AGREEMENT

THIS NATIONAL SERVICES AGREEMENT ("Agreement") is made as of the 7th day of July, 2006, by and between Harrah's Operating Company, Inc., a Delaware corporation ("Harrah's"), doing business at One Harrah's Court, Las Vegas, Nevada 89119, and Otis Elevator Company, a New Jersey corporation ("Otis"), doing business at 4625 S Polaris Avenue, Suite 100, Las Vegas, Nevada 89103. Harrah's and Otis are collectively referred to herein as the Parties and singularly as the Party.

WHEREAS, Harrah's owns, operates and/or manages, through its direct and indirect subsidiaries and affiliates, businesses in both the casino entertainment and lodging industries. All references to Harrah's herein regarding its rights as a purchaser are assignable to the Harrah's subsidiary, affiliate or owner of the Harrah's business (including but not limited to properties as shown on Attachment A, as well as those businesses managed by any of Harrah's subsidiaries); and

WHEREAS, Otis provides maintenance services for the equipment described in Attachment 1-A attached hereto (the "Units"); and

WHEREAS, Harrah's desires to engage Otis for the purpose of providing maintenance Services (defined below) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Otis and Harrah's agree as follows:

1. Term. This Agreement shall become effective as of the date stated above and shall continue for a period of five (5) years, expiring on July 31, 2011 (the "Term").
2. Pricing. Otis hereby agrees to offer those services listed on Attachment 1, which is attached hereto and incorporated herein by reference (the "Services") for sale to Harrah's at prices set forth on Attachment 1-A, except as set forth by the price increase clause and out-of-scope services and in compliance with Attachments 1-B, 1-C, and 2, which are attached hereto and incorporated herein by reference.
3. Invoicing. Invoices shall contain such information as Harrah's may reasonably request. Invoices shall be payable thirty (30) days after receipt by Harrah's unless stated otherwise on Attachment 1. Payment of invoices shall not waive Harrah's rights to inspect, test or reject the Services. If Otis' invoices are not received by Harrah's within one hundred and eighty (180) days of the date the cost or expense(s) was/were incurred or the Services were performed by Otis, Harrah's will no longer be required to honor those invoices.
4. Duties and Obligations of Otis. For the purpose of performing the Services, Harrah's hereby grants to Otis the right to enter Harrah's property at any time with reasonable notice, while using good faith efforts to comply with Harrah's policies, that are provided in writing by Harrah's, and using best efforts to cooperate with Harrah's to minimize customer disruptions.

Otis shall not obstruct or interfere with the freedom or pleasure of guests or employees other than as required to safely perform maintenance under this Agreement and shall promptly

comply with all safety laws when performing the Services and/or comply with any applicable Occupational Safety and Health Administration (OSHA) laws.

It is Otis' responsibility to insure that the Services provided are friendly and of the highest quality.

The Parties hereby recognize that maintaining a consistent appearance is important to the success of Harrah's brand image and of Otis' employees. Therefore, Otis agrees that all of its employees provided under the terms of this Agreement shall be attired in appropriate clothing such as Otis uniforms. Appropriate clothing shall mean nothing worn, revealing or recreational and wear proper protective equipment necessary to perform the Services.

Otis shall comply with and abide by and cause its employees to comply with and abide by rules, statutes, regulations and ordinances of all governmental units having jurisdiction over its employees. Otis further agrees that it will maintain all insurance as required herein, including but not limited to workers' compensation insurance, unemployment compensation coverage and any other such insurance as may be required by law with respect to Otis' employees. Otis is responsible for collecting and remitting all of its employees' withholding and other related taxes. Otis' employees shall immediately comply with all safety and security laws, and will use good faith efforts to comply with rules or regulations or requests made by the appropriate Harrah's Security personnel, as provided by Harrah's in writing.

Notwithstanding the foregoing or any other provision to the contrary, Harrah's understands and agrees that Otis has a contract with the International Union of Elevator Constructors and therefore will not be bound by any other agreement affecting this union labor. Otis shall perform the engagement with professional due care and in accordance with prevailing industry standards and the requirements of this Agreement.

5. Indemnification. Otis shall indemnify and hold harmless Harrah's, its officers, directors, shareholders, agents, successors, subsidiaries and employees from any and all losses, claims, causes of action, demands, payments, damages, reasonable expense, or liabilities including reasonable attorneys' fees and costs of defending any claim or legal action alleging bodily injuries and/or death to any person, including employees of Otis, or property damage of any kind to any person or entity, arising out of any negligent act, error or omission by Otis, its employees, agents, subcontractors, or suppliers in the performance of this Agreement. Additionally, Otis shall defend, indemnify and hold harmless Harrah's, its officers, directors, shareholders, agents, successors, subsidiaries and employees in any and all suits, claims or actions which allege that bodily injury or property damage occurred, in any manner, as a result of the operation or maintenance of an escalator or elevator covered by this Agreement. If, during discovery, testimony or documents are produced clearly evidencing that the alleged bodily injury or property damage occurred other than as a result of the operation or maintenance of the elevator or escalator or other apparatus covered under this agreement, then Harrah's will assume the defense of such claim and indemnify and defend Otis with separate counsel of Harrah's choice. To the extent Otis fails to provide a timely defense upon demand by Harrah's in accordance with the above, Otis shall be responsible to Harrah's for all costs and expenses, including reasonable attorneys' fees, incurred by Harrah's in defending such suits or claims and upon demand shall promptly reimburse Harrah's for any such costs and expenses. To the extent that Harrah's incurs reasonable attorneys' fees and/or costs in connection with the enforcement of the provisions of this paragraph, Harrah's shall be entitled to recover from Otis all such attorneys' fees and costs.



6. Insurance. Otis will maintain the following insurance at all times during the term of the agreement and will provide Harrah's and the Harrah's property with a Certificate of Insurance naming Harrah's Operating Company, Inc. and the Harrah's property as a named insured:

**I. Workers compensation and employers liability insurance**

- Statutory workers compensation coverage
- Employers liability insurance:
  - \$1,000,000 each accident
  - \$1,000,000 disease, each employee
  - \$1,000,000 disease, policy limit

**II. General liability insurance**

- Effective date: 1 year policy with additional 3 years for products/completed operations
- Limits:
  - \$1,000,000 per occurrence
  - \$2,000,000 aggregate
- Blanket contractual
- Independent contractual
- Covers underground, explosion, collapse
- Broad form property damage
- Cross liability, severability of interests
- Personal and advertising injury

**III. Automobile Insurance**

- Liability limits: \$1,000,000 bodily injury/property damage per accident
- \$1,000,000 uninsured and underinsured motorist
- Covers owned, hired and non-owned

**IV. Umbrella Insurance**

- Limits: \$7,000,000 per occurrence/aggregate
- Coverage provides catastrophe protection over automobile liability, general liability and employers liability

Evidence of Insurance/General Terms:

- \* Before the effective date of this Agreement, Supplier shall provide Property and Harrah's Operating Company, Inc. Risk Management Department (850 Ridge Lake Memphis TN 38120) with a Certificate of Insurance in accordance with the foregoing.
- \* All policies of insurance shall (1) provide for Cancellation of not less than thirty (30) days prior written notice to Harrah's Operating Company, Inc., 2) be issued by reputable insurance carriers, 3) have a minimum A.M. Best rating of A or better, 4) be primary and non-contributory with respect to any other insurance of self-insurance program of Harrah's Operating Company, Inc. and 5) provide a waiver of subrogation to the Property and Harrah's Operating Company, Inc.
- \* Otis further agrees that any sub-vendors engaged by Otis will carry like and similar insurance with the same requirements.

7. Representations of Otis and Harrah's. Otis hereby makes the following representations, warranties and covenants to Harrah's effective as of the date of this Agreement and for the duration of the Term:
- a. Licenses. Otis will hold all licenses, certificates, permissions and leases required to fulfill its obligation to provide all Services specified in or contemplated by the terms of this Agreement, or will, during the Term of this Agreement, obtain all required licenses, certificates or other approvals to fulfill its obligations hereunder.
  - b. Duly Organized. Each Party (i) is a corporation duly organized, validly existing and in good standing under the laws of the State where the Services will be performed, (ii) is fully authorized to transact business in the State where the Services will be performed, (iii) has full power and authority to enter into this Agreement and perform the obligations hereunder; and (iv) this Agreement has been executed by officers of each Party duly authorized to execute this Agreement.
  - c. Power and Authority. Otis has all requisite power and authority to transact the business it transacts and Otis has the full right, power and authority to enter into this Agreement and perform its obligations hereunder.
  - d. Legally Binding. The execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate/partnership/other entity action and is valid and legally binding upon the Parties.
8. Severability. If one or more of the terms or provisions or conditions of this Agreement or the application thereof shall be held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable in any effect, the validity, legality and enforceability of the remaining provisions hereof and any other applications thereof shall in no way be affected or impaired or invalidated and shall remain in full force and effect.
9. Applicable Law. This Agreement shall be governed by, construed in and enforced in accordance exclusively with the laws of the State of Nevada. If any provision of this Agreement is rendered inoperative or illegal by operation of law or otherwise, all other provisions contained herein shall remain in full force and effect, and in such cases the principle of severability shall govern. The Parties agree that should any dispute arise hereon, then such dispute will be litigated, if necessary, solely and exclusively in the courts of Clark County, Nevada, and in no other jurisdiction or forum. This provision shall also not apply to any tribally owned Harrah's managed properties.
10. Reports. Otis agrees to furnish Harrah's Corporate Office, Strategic Sourcing Department, located at One Harrah's Court, Las Vegas, Nevada 89119, an electronic activity report, on a monthly basis, detailing the service calls (with response times), all billings by categories, violations reported from States or regulatory agencies, tests performed, entrapments by property and other information as may be reasonably requested by Harrah's for the month being reported. Nothing in this provision shall be construed as to require Otis to provide any information which Otis may deem company private or confidential in any way. Reporting is due by the 10th of each month and should be forwarded per the "Notices" paragraph below.

11. Assignment by Otis. The Services to be provided by Otis are unique and thus Otis may not assign its rights or delegate the performance of any duty under this Agreement without the prior written consent of Harrah's, such consent may not be unreasonably withheld or delayed. It is expressly agreed and understood that the foregoing is not intended to be a prohibition on subcontracting; however, in the event of any subcontracting, Otis shall remain responsible for all services and all provisions herein shall apply.
12. Assignment by Harrah's. Harrah's shall have the right to assign this Agreement and to assign its rights and delegate its duties under this Agreement either in whole or in part (an "Assignment") at any time and without Otis' consent, provided the assignee agrees to be bound by the same terms and pay Otis all monies due and meets Otis' standards for reasonable creditworthiness, to (i) any present or future subsidiary or affiliate of Harrah's, (ii) any unaffiliated new entities that may be formed by Harrah's pursuant to a corporate reorganization, including any subsidiary or affiliated entity thereof; or (iii) any third party which by purchase, lease, outsourcing agreement or otherwise, assumes the operation, administration and/or management of any significant portion of the business of Harrah's affected by this Agreement. Harrah's shall give Otis written notice of any Assignment, including (i) the effective date of the Assignment ("Effective Date"), and (ii) the entity or entities receiving rights and/or assuming obligations under the Agreement ("Entities"). Upon the Effective Date and to the extent of the Assignment, Harrah's shall be released and discharged from all further duties under this Agreement, except monies owed as to materials, services, transferred to assignee, ordered from or provided by Otis prior to, on or after the Effective Date. Notwithstanding that an Assignment has been made, Harrah's, at its sole option, shall continue to have the right to purchase material or services under this Agreement as if an Assignment had not been made. If this Agreement includes a commitment to purchase a stated or determinable quantity of goods, services or rights, or prices that vary based on the quantities purchased, the aggregate of purchases by the entities under this Agreement will be included in determining the quantity.
13. Suitability or Licensure Before Commission. As a holder of a privileged gaming license, Harrah's is required to adhere to strict laws and regulations regarding vendor and other business relationships. If at any time Harrah's determines, at its sole discretion, that its association with Otis, its principals or any key employees could violate any applicable statutes and regulations regarding prohibited relationships with gaming companies, or if Harrah's determines, in good faith, that it would be in its best interest to terminate its relationship with Otis in order to protect its applicable licenses, Harrah's may terminate this Agreement upon ninety (90) days written notice per Article 1 above, where permitted by law or regulation, and will have no further liability to Otis aside from promptly paying Otis for all material furnished, or manufactured, and labor performed up to the date of termination, unless prohibited by law or regulation.

If this Agreement requires that Otis be licensed by any federal, state, and/or local gaming regulatory agency ("Gaming Authorities"), then Otis shall secure said licensing at its sole cost and expense. It is fully understood by and between the parties that licensure of Otis with any applicable Gaming Authorities, if required, shall be and is a condition that must be met before Harrah's can proceed with this Agreement. If there are no Gaming Authority requirements that Otis be licensed to perform the Services, but this Agreement is valued in excess of \$750,000 per year, Otis agrees to complete and submit to Harrah's a Business Information Form as modified by Otis and approved by Harrah's, and to perform background investigations on Otis employees at Harrah's reasonable written request.

If any Gaming Authority requires approval of this Agreement or its terms, it is understood by and between the Parties that this approval shall be obtained prior to the performance of any part of this Agreement. If the Gaming Authority disapproves the Agreement or its terms and conditions, Harrah's shall have the right to immediately terminate the Agreement without further liability to Otis aside from promptly paying Otis for all material furnished, or manufactured, and labor performed up to the date of termination, to the fullest extent permitted by law or regulation.

If a certain jurisdiction has preferential licensing, Otis shall comply with such requirements, if reasonable to do so.

It is understood and agreed by and between the Parties that if, at any time, either prior to or subsequent to the initiation of this Agreement, the Gaming Authorities render a final determination disapproving the terms and conditions of this Agreement or denying the application of Otis, its agents, and/or assignee(s), and/or its transferee(s), for any applicable license, or if Harrah's makes a reasonable determination upon investigation that Otis is unsuitable, then this Agreement shall be deemed terminated as of the date of such disapproval, denial, or determination as though such date were the date originally fixed herein for termination of this Agreement. In the event of such termination, Harrah's shall not be deemed in default under any provision of this Agreement.

Notwithstanding anything herein, where permitted by law, regulation or Gaming Authority, if termination is required herein, such termination shall only apply to the jurisdiction requiring such termination of the Agreement, all other jurisdictions shall not be terminated.

14. Notices. Any and all notices or demands provided for, permitted or required to be given in this Agreement shall be in writing and be conclusively deemed to have been given if (i) personally delivered to the Party entitled to receive the same, or (ii) five (5) days after depositing it in a United States mailbox either by certified or registered mail, postage prepaid, in a sealed envelope addressed to the name and address of the Party entitled to receive the same as set forth below, or (iii) one (1) day if sent via fax to the number listed below and a confirmation receipt is generated, or (iv) two (2) days if sent by first class overnight, nationally known delivery or courier service, prepaid in a sealed envelope or package addressed to the name and address of the Party entitled to receive the same as set forth below:

To Harrah's:

Harrah's Operating Company, Inc.  
1023 Cherry Road  
Memphis, Tennessee 38117  
Attention: Strategic Sourcing and Systems  
Telephone: 901-762-8942  
Fax: 901-537-3300  
E-Mail: shale@harrahs.com

With Copy to:

Harrah's Operating Company, Inc.  
One Harrah's Court  
Las Vegas, Nevada 89119  
Attention: Strategic Sourcing and Logistics  
Telephone: 702-407-6555  
Fax: 702-892-2626



E-Mail: jglazer@harrahs.com

With Copy to:

Harrah's Operating Company, Inc.  
One Harrah's Court  
Las Vegas, Nevada 89119  
Attention: General Counsel

To Otis:

Otis Elevator Company  
1 Farm Springs  
Farmington, CT 06032  
Attention: Director of Marketing  
Telephone: (860) 676-6000  
Fax: (860) 676-5008  
E-Mail: dan.quigley@otis.com

15. Otis / No Relationship. It is understood that the relationship between Harrah's and Otis shall be strictly limited to the performance of their respective obligations in accordance with the terms of this Agreement. Neither party has the authority to act for the other party as an agent, partner or joint venturer as a result of this Agreement. Neither party has the authority whatsoever to bind the other to any Agreement, promise or undertaking. Otis acknowledges that, in performance of the Services under this Agreement, it will at all times remain an independent company, and not an employee, partner, or involved in a joint venture. Otis further acknowledges and agrees that neither its officers nor any person in its employment shall be deemed or construed to be employees of Harrah's.
16. Attorney Fees. Notwithstanding any other provision to the contrary, in the event either Party is required to bring an action against the other or otherwise to enforce the term, covenants and conditions of this Agreement, or to defend an action brought by the other Party, the prevailing party in such action shall be reimbursed by the other party for such costs as may be incurred in such action, including any appeal therefrom, including reasonable attorneys' fees, court costs and expert witness fees.
17. Warranty.

Otis warrants to Harrah's and its customers that products, services, and materials (hereinafter collectively referred to as "Work Product") furnished will be properly and safety labeled, free from defects in material and workmanship and will conform to municipal, state, provincial and national rules, regulations, and laws governing such Work Product and perform in accordance with the specifications, and if applicable, drawings and samples. Otis also warrants that its Work Product shall be consistent in appearance and free of any other defect arising for any reason, including as a result of a security breach by its employees or subcontractors, that causes actual damage to Harrah's.

These warranties extend to the future performance of the Work Product and shall continue for the longer of (a) one (1) year after the Services are accepted by Harrah's, or (b) such greater period as may be specified elsewhere in this Agreement. Otis also warrants to ~~Harrah's and its customers that Services will be performed in a first class, workmanlike manner.~~ In addition, if Work Product furnished contain one or more manufacturers' warranties, Otis hereby assigns such warranties to Harrah's and its customers, to the extent such warranties can be assigned. All warranties shall survive inspection, acceptance and payment. Work Product not meeting the warranties will be, at Otis' option, returned for or



subject to refund, repair, replacement or reperformance by Otis at no cost to Harrah's or its customers and with transportation costs and risk of loss and damage in transit borne by Otis. Should Otis elect to have the Work Product repaired, Otis shall have thirty (30) days to repair the Work Product and Harrah's will then have forty-five (45) days from receipt of the repaired Work Product for testing and re-evaluation. Repaired and replacement Work Product shall be warranted as set forth above in this clause.

If errors or defects in rejected Work Product are not corrected within the thirty (30) day period, or if resubmitted Work Product is retested by Harrah's during the forty-five (45) day re-evaluation period and is again rejected, then Harrah's may:

(a) afford Otis one (1) or more correction extensions for a period or periods to be specified by Harrah's without prejudice to Harrah's rights to thereafter exercise its option under this paragraph without further notice to Otis, if the errors have not been corrected. Notwithstanding the foregoing, it is expressly understood and agreed that Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the Term of this Agreement. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Confidentiality. Otis recognizes and acknowledges that Harrah's, its subsidiaries or affiliates must furnish to Otis confidential information ("Harrah's Confidential Information") concerning its business affairs, finances, employees, methods of operation and other data. That the goodwill of Harrah's depends, among other things, upon Otis keeping such Services and information confidential and that unauthorized disclosure of the same would irreparably damage Harrah's, and that by reason of its duties hereunder, Otis may come into possession of information concerning the Services performed or information furnished by Harrah's subsidiaries or affiliates. Such Confidential Information includes, but is not limited to, all documents and other tangible things including files, drawings, prints, prototypes, models, manuals, letters, lists, notes, notebooks, reports, computer programs, and copies of any of these items, as prepared by Harrah's employees, all other materials of a secret, confidential or proprietary nature relating to Harrah's business, and any other documents, computer program, relating or referring to such material. If any documentation is specified in this Agreement to be proprietary to either party and confidential, such documentation shall be clearly marked as confidential. The receiving party agrees to keep such documents confidential by using the same degree of protection afforded to their confidential documents of a similar nature by the disclosing party. The term "Harrah's Confidential Information" shall not include any documents and other tangible things including files, drawings, prints, prototypes, models, manuals, letters, lists, notes, notebooks, reports, computer programs, and copies of any of these items, as prepared by Otis employees, nor any other materials of a secret, confidential or proprietary nature relating to Otis business, nor any other documents, computer program, relating or referring to such material.

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any

manner transfer such tools to the Customer or any third party. Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which Otis may use or install to deliver service under this Contract remains Otis' property, solely for the use of Otis employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, Otis will be given access to the premises to remove the Otis Peripherals at Otis' expense.

Furthermore, the receiving party and its employees shall return such Confidential Information received by the disclosing party upon the termination of this Agreement and shall not at anytime during the Term of this Agreement or after its termination, copy, store, save, scan, use or make available, either directly or indirectly, to any person or company, including but not limited to any competitor or potential competitor of the disclosing party, or divulge, disclose or communicate to any person, firm, corporation, or other business entity in any manner whatsoever, any Confidential or proprietary Information of the disclosing party unless expressly authorized to do so by the disclosing party in writing.

19. Non-Disclosure. The receiving party will not disclose or disseminate to any employee of the disclosing party, or any third party, except the receiving party's tax preparer, and/or financial advisors, any details pertaining to any Confidential Information or the rate of pay or other compensation received by the receiving party or any other individual assigned to perform services by the disclosing party.

20. Audit. Upon seven (7) business days' advance written notice to Otis by Harrah's, Harrah's may request Otis to substantiate that Otis' billing is in conformity with the terms of the agreement and to furnish any and all documents verifying each charge billed to Harrah's on a time and material basis as is exclusively related to the performance of the Services by Otis or to the extent required by law, to determine compliance with the appropriate provisions of this Agreement. It is expressly understood and agreed that Otis does not agree to other audit privileges. If any variance exists, Otis shall reimburse Harrah's the amount due of such deficiency and if any the audit reveals Harrah's has underpaid for the services, Harrah's shall reimburse Otis the amount owed. If any variance exists of more than five (5%) of total billing for time and material work and monthly maintenance billing in a given quarter, Harrah's shall have the right to terminate on forty-five (45) days written notice.

21. Integration / Modification / Waiver. No waiver or modification or amendment of this Agreement or any covenant, condition or limitation herein contained shall be valid unless in writing duly executed by the Parties. The failure of either Party to enforce any term, provision, condition, or obligation of this Agreement shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may develop between the Parties in the course of administering this Agreement be construed to waive or to lessen the right to insist upon the performance of any term, provision, or condition hereof, or to exercise any rights. The acceptance of fees or services hereunder shall not be, or be construed to be a waiver of any term, obligation or condition of this Agreement. The failure of either Party at any time during the Term of this Agreement to require the performance by the other of any of the terms or provisions of this Agreement shall in no way affect the right of that Party thereafter to enforce same, nor shall the waiver of any breach of any term or condition, act as a continuing waiver of such term or condition.

22. Force Majeure. No party to this Agreement will be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to Acts of God, theft, weather, natural or man-made disaster, civil commotion, mischief, labor disputes, strikes, lockouts, insurrection, interruption of supplies or any other Force Majeure circumstance beyond its reasonable control (collectively a "Force Majeure") nor will any such failure or delay give the other Party the right to deem this Agreement in breach. Each Party shall use commercially reasonable efforts to minimize the duration and consequences of any failure of or delay in performances resulting from a Force Majeure event and will furnish to the other Party a detailed written response describing such event, its estimated duration and the actions proposed to be taken in response thereto. If the Force Majeure event causes Otis' operations to cease entirely for a period of one (1) month, either party shall have the right to terminate this Agreement and or the affected Property Service Agreement, in accordance with the termination with proper notice provisions contained herein.
23. Captions. Captions, headings and titles are inserted in this Agreement for a matter of convenience and for reference only and do not define, limit, extend, enlarge, affect or describe the scope or intent of this Agreement or any of its provisions and are not to be deemed a part thereof.
24. Counterparts. This Agreement may be executed in identical counterparts and when one such counterpart has been executed by each party, both counterparts taken together shall constitute one and the same instrument.
25. Compliance With Laws. Otis agrees that the Services will comply with all federal, state and local laws, and Otis is required to comply with all state, federal and local laws in connection with its sale and performance of the Services. The obligations of the Parties under this Agreement are subject to any applicable gaming laws or regulations, and to any decision or action arising out of any such laws or regulations.
26. Conflicts. If any conflict should arise between the language of this Agreement and any Exhibits / Attachments or existing or future purchase orders, then the language of this Agreement shall prevail and control over the language of the Exhibit / Attachment or existing or future purchase orders.
27. No Party Deemed Drafter. The Parties acknowledge that they substantially and materially have contributed to the preparation of this Agreement and agree that neither of them shall be deemed the drafter of this Agreement, and that in the event this Agreement is ever construed or interpreted by a court of competent jurisdiction, such court shall not construe or interpret this Agreement or any of its provisions against either of the Parties as the drafter.
28. No Use of Harrah's Name or Marks. Otis agrees that Otis shall have no right to, or interest in, the name "Harrah's" or any registered mark, service mark or trademark, and Otis shall not, in any manner, use such words in the promotion of Otis' business. Otis agrees not to publish, display or distribute any advertising or notices using such name or marks without first having obtained the written approval of Harrah's.
29. Non-Exclusive Services. It is expressly understood and agreed that this Agreement neither grants to Otis an exclusive right or privilege to sell to Harrah's any or all services of the type described in this Agreement which Harrah's may require, nor requires the purchase of any services from Otis by Harrah's. It is, therefore, understood that Harrah's may contract with



other manufacturers and/or companies for the procurement of comparable material or services. In addition, Harrah's shall, at its sole discretion, decide the extent to which Harrah's will market, advertise, promote, support, or otherwise assist in further offerings of the material or Services.

Otis agrees that purchases by Harrah's under this Agreement shall neither restrict the right of Harrah's to cease purchasing nor require Harrah's to continue any level of such purchases.

30. Termination.

- a. Termination for Default. Either Party may terminate this Agreement for the other party's default after providing written notice of such default and the defaulting party's failure to cure the default within sixty (60) days of receipt of the notice with no further liability to the breaching party except that Harrah's will pay Otis for all material furnished, or manufactured, and labor performed up to the date of termination. A material breach includes but is not limited to failure to make payments and repeated failure to meet service level requirements.
  - b. Termination upon Financial Distress. This Agreement shall be terminable by either Party forthwith upon thirty (30) days written notice of termination in the event the other Party shall seek the protection of, or be placed under the jurisdiction of, any bankruptcy court, shall be or become insolvent, shall discontinue operations as a business enterprise in the United States of America, or shall make an assignment for the benefit of creditors or cause such other changes to be made to the ownership such that operating control of the Agreement is assumed by those who are not currently representatives of the Parties to this Agreement.
31. Survival of Obligations. It is agreed that certain obligations of the Parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement. Such obligations include, by way of illustration only and not limitation, those contained in the COMPLIANCE WITH LAWS, INDEMNIFICATION, PAYMENT BY HARRAH'S, INFRINGEMENT, and WARRANTY sections of this Agreement.
32. Employee Security. Otis shall be responsible for reasonable screening of all of Otis' employees prior to their being hired by Otis. Harrah's may require Otis to remove an Otis employee from a Harrah's account or Harrah's property upon Harrah's demonstrating good cause to remove such Otis employee because the employee lacks job proficiency or demonstrates egregious behavior. Additionally, Otis will dismiss or remove from Harrah's property any of Otis' employees already on Harrah's property, at Harrah's reasonable request. Otis shall use good faith efforts to assist and cooperate with any investigation initiated by Harrah's loss prevention or security personnel involving any of Otis' employees. It is understood that Otis maintains a crime insurance policy or bond that provides coverage for losses caused by the criminal acts of its employees or others, Otis shall name Harrah's as an named insured under such coverage and shall provide Harrah's with evidence of such coverage upon request. Otis' employees shall use good faith efforts to comply with Harrah's security procedures at all times, and if any of Otis' employees is found in violation of such procedures by Harrah's, Harrah's may request that Otis remove them from Harrah's account or property immediately. Notwithstanding the foregoing, it is expressly understood and agreed that

*Exhibit H*



Otis has a contract with the International Union of Elevator Constructors and therefore cannot agree to be bound by any other agreement that conflicts with the requirements of said union labor contract.

**33. Entire Agreement.** This Agreement embodies the entire agreement between the Parties with regard to the subject matter hereof or otherwise and, shall as of the effective date hereof, supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings between the Parties, relating to this Agreement. The Parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the extension and delivery hereof except such representations as are specifically set forth herein, and each of the Parties acknowledges that it has relied on its own judgment in entering into this Agreement upon the facts within their knowledge. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party.

**34. Business Interruption Damages.** In the event of an interruption to Owner's business due to damage to an elevator caused by the negligence of Otis, Otis will be liable for actual business interruption damages, up to a maximum of \$1 million, or \$1.8 million for properties in Las Vegas. This clause does not apply to, nor limit, any other section of this Agreement, including the indemnification requirements or paragraph 5, nor limit other damage claims, such as property loss or personal injury.

IN WITNESS WHEREOF, Harrah's and Otis have duly executed this Agreement as of the day and year first above written.

**Harrah's:**

Harrah's Operating Company, Inc.

**Otis:**

Otis Elevator Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President  
Strategic Sourcing and Systems

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Otis has a contract with the International Union of Elevator Constructors and therefore cannot agree to be bound by any other agreement that conflicts with the requirements of said union labor contract.

**33. Entire Agreement.** This Agreement embodies the entire agreement between the Parties with regard to the subject matter hereof or otherwise and, shall as of the effective date hereof, supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings between the Parties, relating to this Agreement. The Parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the extension and delivery hereof except such representations as are specifically set forth herein, and each of the Parties acknowledges that it has relied on its own judgment in entering into this Agreement upon the facts within their knowledge. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party.

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IN WITNESS WHEREOF, Harrah's and Otis have duly executed this Agreement as of the day and year first above written.

**Harrah's:**

Harrah's Operating Company, Inc.

**Otis:**

Otis Elevator Company

By: Eileen Cassini

Name: EILEEN CASSINI

Title: Vice President  
Strategic Sourcing and Systems

Date: 7/11/06

By: Daniel P. Quigley

Name: DANIEL P. QUIGLEY

Title: DIRECTOR, MARKETING

Date: 7/10/06

By: \_\_\_\_\_

Name: \_\_\_\_\_

## ATTACHMENT A - PROPERTY LOCATIONS

(Note: unless otherwise indicated, all purchasing and receiving offices are located at the property addresses shown.)

**ATLANTIC CITY COUNTRY CLUB - GOLF**  
ZION & SHORE RD  
NORTHFIELD, NJ 08225  
609-347-7111

**BALLY'S ATLANTIC CITY**  
PARK PLACE & BOARDWALK  
ATLANTIC CITY, NJ 08401  
609-340-2000

**PURCHASING OFFICE:**  
CAESARS ATLANTIC CITY  
2100 PACIFIC AVENUE  
ATLANTIC CITY, NJ 08401

**WAREHOUSE:**  
208 WEST PARKWAY  
EGG HARBOR TOWNSHIP, NJ 08234

**BALLY'S LAS VEGAS**  
3645 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NV 89109  
702-739-4111

**BILL'S LAKE TAHOE**  
HIGHWAY 50 & STATELINE AVE  
STATELINE, NV 89449  
775-588-2455

**CAESARS ATLANTIC CITY**  
2100 PACIFIC AVE  
ATLANTIC CITY, NJ 08401  
609-348-4411

**RECEIVING:**  
621 DELILAH ROAD  
PLEASANTVILLE, NJ 08232

**CAESARS INDIANA**  
11999 AVENUE OF THE  
EMPERORS  
ELIZABETH, IN 47117  
812-969-6000

**CAESARS PALACE**  
3570 LAS VEGAS BLVD  
LAS VEGAS, NV 89109  
702-731-7110

**CASCATA GOLF**  
1 CASCATA DR  
BOULDER CITY, NV 89005  
702-294-2000

**CHARIOT RUN GOLF COURSE**  
C/O CAESARS INDIANA  
11999 AVENUE OF THE EMPERORS  
ELIZABETH, IN 47117  
812-969-6249

**COTTONWOODS GOLF COURSE**  
13615 OLD HIGHWAY 61 NORTH  
ROBINSONVILLE, MS 38664

**FLAMINGO LAS VEGAS**  
3555 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NV 89109  
702-733-3111

**GRAND BEAR GOLF COURSE**  
12040 Grand Way Blvd.  
Sauder, MS 39574  
228-870-7777

**GRAND CASINO BILOXI**  
265 BEACH BLVD  
BILOXI, MS 39530  
800-354-2450

**GRAND CASINO TUNICA**  
13615 OLD HIGHWAY 61 NORTH  
ROBINSONVILLE, MS 38664  
800-394-7263

**HARRAH'S AK-CHIN**  
15406 MARICOPA RD  
MARICOPA, AZ 85239  
480-802-5000

**HARRAH'S ATLANTIC CITY**  
777 HARRAH'S BLVD  
ATLANTIC CITY, NJ 08401  
609-441-5000

**PURCHASING OFFICE:**  
CAESARS ATLANTIC CITY  
2100 PACIFIC AVENUE  
ATLANTIC CITY, NJ 08401

**HARRAH'S CHEROKEE**  
777 CASINO DR  
CHEROKEE, NC 28719  
828-497-7777

**HARRAH'S CHESTER DOWNS**  
(COMING)  
CHESTER, PA

**HARRAH'S COUNCIL BLUFFS**  
1 HARRAH'S BLVD  
COUNCIL BLUFFS, IA 51501  
712-329-6000

**HARRAH'S JOLIET**  
151 NORTH JOLIET ST  
JOLIET, IL 60432-4018  
815-740-7800

**HARRAH'S LAKE TAHOE**  
HIGHWAY 50 & STATELINE AVE  
STATELINE, NV 89499  
775-588-6611

**HARRAH'S LAS VEGAS**  
3475 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NV 89109  
702-369-5000

**HARRAH'S LAUGHLIN**  
2900 SOUTH CASINO BLVD  
LAUGHLIN, NV 89029  
702-298-4600

**HARRAH'S METROPOLIS**  
207 FERRY ST  
(OFFICE) 100 EAST FRONT ST  
METROPOLIS, IL 62960

**HARRAH'S NEW ORLEANS**  
4 CANAL ST  
NEW ORLEANS, LA 70130  
504-533-6000

**HARRAH'S NORTH KANSAS CITY**  
ONE RIVERBOAT DR  
NORTH KANSAS CITY, MO 64116  
816-472-7777

**HARRAH'S PRAIRIE BAND**  
12305 150<sup>TH</sup> RD  
MAYETTA, KS 66509  
785-966-7777

**HARRAH'S RENO**  
219 NORTH CENTER ST  
RENO, NV 89501  
775-788-3232

**HARRAH'S RINCON**  
33750 VALLEY CENTER RD  
VALLEY CENTER, CA 92082  
760-751-2949

**HARRAH'S ST. LOUIS**  
777 CASINO CENTER DR  
MARYLAND HEIGHTS, MO 63043  
314-770-8100

**HARVEYS LAKE TAHOE**  
HIGHWAY 50 & STATELINE AVE  
PO BOX 128  
LAKE TAHOE, NV 89449  
775-588-2411

**PROPERTY LOCATIONS**  
(CONTINUED)

**HORSESHOE BOSSIER CITY**  
711 HORSESHOE BLVD  
BOSSIER CITY, LA 71111

800-895-0711

**HORSESHOE COUNCIL BLUFFS**  
2701 23<sup>RD</sup> AVE  
COUNCIL BLUFFS, IA 51501  
712-323-2500

**HORSESHOE HAMMOND**  
777 CASINO CENTER DR  
HAMMOND, IN 46320  
219-473-7000

**HORSESHOE TUNICA**  
1021 CASINO CENTER DR  
ROBINSONVILLE, MS 38664  
800-303-7463

**IMPERIAL PALACE**  
3535 LAS VEGAS BLVD. SO.  
LAS VEGAS, NV 89109  
702-731-3311

**LOUISIANA DOWNS**  
8000 EAST TEXAS AVE  
BOSSIER CITY, LA 71111  
318-742-5555

**PARIS LAS VEGAS**  
3655 LAST VEGAS BLVD SOUTH  
LAS VEGAS, NV 89109  
702-946-7000

**POARCH CREEK**  
(COMING)  
HWY 21 AT POARCH RD  
ATMORE, AL 36502

**RIO SUITES HOTEL & CASINO**  
3700 WEST FLAMINGO RD  
LAS VEGAS, NV 89103  
702-252-7777

**RIO SECCO GOLF COURSE**  
2851 GRAND HILLS DRIVE  
HENDERSON, NV 89052  
888-867-3226

**SHERATON CASINO & HOTEL**  
1107 CASINO CENTER DR  
ROBINSONVILLE, MS 38664  
662-363-4900

609-343-4000 OR 800-621-0200

**PURCHASING OFFICE:**  
CAESARS ATLANTIC CITY  
2100 PACIFIC AVENUE  
ATLANTIC CITY, NJ 08401

**RECEIVING:**  
621 DELILAH ROAD  
PLEASANTVILLE, NJ 08232

## **CORPORATE OFFICE LOCATIONS**

**HARRAH'S ENTERTAINMENT, INC.**  
**LAS VEGAS HEADQUARTERS**

ONE HARRAH'S COURT  
LAS VEGAS, NV 89119  
702-407-6000

2100 CAESARS PALACE DRIVE  
LAS VEGAS, NEVADA 89109  
702-407-6000

**HARRAH'S ENTERTAINMENT, INC.**  
**MEMPHIS CORPORATE SERVICES**  
1023 CHERRY ROAD  
MEMPHIS, TN 38117  
901-762-8600

**SHOWBOAT ATLANTIC CITY**  
801 BOARDWALK  
ATLANTIC CITY, NJ 08401

**ATTACHMENT 1****Property Service Agreement**

Pursuant to the National Services Agreement dated as of \_\_\_\_\_, 2006

This Property Service Agreement ("Property Service Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Harrah's Operating Company, Inc. ("Harrah's"), and Otis Elevator Company ("Otis") and is deemed to be incorporated into that certain National Services Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Harrah's and Otis (the "Master Agreement"). Any terms used herein but not defined shall have the meaning ascribed to such term in the Master Agreement.

This Property Service Agreement supersedes the [\_\_\_\_\_] agreement dated [\_\_\_\_\_] between Harrah's and Otis, which is hereby terminated with no further liability to either party, except outstanding undisputed invoices.

1. **Project Scope – Description of Services to be Provided by Otis**

Harrah's property ("Property") shall select one of the following plans of coverage. If no plans are checked, the Standard Plan shall be used. Harrah's Property may change plan of coverage with sixty (60) days notice through an Addendum to this Property Service Agreement.

- ☐ Standard Plan  
☐ Premium Plan  
☐ Other [Detail Coverage]: \_\_\_\_\_

■ **Standard Plan Coverage is as follows:**

Plan provides maintenance/repair service/testing coverage during specific standard business hours, as defined above. Coverage shall include performing housekeeping services on the Units. All maintenance, service and testing must meet all local, State, and any other regulatory agency codes.

**Maintenance**

Otis will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.



Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.

Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.

Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.

Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, Otis will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, Otis will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

Otis is not required under this agreement to install new attachments, as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this Agreement ; however, such service shall be performed at a mutually agreed upon and reasonable additional cost.

This Property Service Agreement does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Property Service Agreement, you agree to permit

us to train our personnel on the Units. This Property Service Agreement does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Property Service Agreement does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

Otis will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping, and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

Harrah's assumes responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Property Service Agreement with the exception of existing Otis-Harrah's agreements. If such Code violations or other outstanding safety violations are not corrected in accordance with this Property Service Agreement, Otis may, with respect to the Units not meeting Code requirements, cancel this Property Service Agreement by providing thirty (30) days written notice.

Harrah's Property agrees to routinely service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Property Service Agreement will be provided by Harrah's and will remain Harrah's property.

Otis will use the Otis Maintenance Management System™ preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The units will be provided with devices to monitor usage. Otis will use OMMS® standard work processes developed and continuously improved by Otis.

Overtime Coverage - Standard Plan:

For equipment-related repairs and callbacks outside of regular working hours, Otis will absorb the worked hours at straight time rates and Harrah's will be charged for the overtime premium portion only, including for travel time.

■ **Premium Plan coverage is as follows:**

Includes Standard Plan coverage plus Otis will provide overtime callback at all times for critical and emergency calls. Premium Plan does not include overtime maintenance or repairs. The same exclusions apply as set forth above in the Standard Plan.

**Overtime Coverage - Premium Plan:**

For equipment-related repairs outside of regular working hours, Otis will absorb the worked hours at straight time rates and Harrah's will be charged for the overtime premium portion only, including for travel time. Equipment-related callbacks will be absorbed by Otis. Non-equipment related callbacks that are the result of misuse, vandalism, etc. will be charged at our standard billing rates during regular working hours and standard plus premium rates outside of working hours.

■ **Other Coverage Plan:**

[Complete this section only if needed.] \_\_\_\_\_

The same exclusions apply as set forth above in the Standard Plan.

**Overtime Coverage - Premium-Plus Plan:**

For equipment-related repairs outside of regular working hours, Otis will absorb the worked hours at straight time rates and Harrah's will be charged for the overtime premium portion only, including for travel time. Equipment-related callbacks will be absorbed by Otis. Non-equipment related callbacks that are the result of misuse, vandalism, etc. will be charged at our standard billing rates from 6:00 AM to 6:00 PM and standard plus premium rates from 6:00 PM to 6:00 AM.

- **Standard Business Hours:** \_\_\_\_\_ to \_\_\_\_\_. It is understood and agreed that the business hours will be determined on a property-by-property basis.  
{start day} through {end day}

All Services performed during these times will be performed at no additional cost, with the exception of those services not included per the contract documents. Otis will offer complete maintenance during these standard business hours. If Harrah's Property has special requirements with regard to time or date for completing maintenance, Otis will make every effort to accommodate the request.

Number of Resident Mechanics On-Site at Harrah's Property: \_\_\_\_\_

Standard Coverage Hours of On-Site Resident Mechanics: \_\_\_\_\_

■ **Hourly Rate**

Standard Hourly Rate, when applicable: \$ \_\_\_\_\_

Overtime Hourly Rate, when applicable: \$ \_\_\_\_\_

■ **Overtime Coverage**

Annually, based on start date of each property Agreement, Otis will provide each Harrah's property with a designated number of stand-by hours of overtime coverage for one mechanic at no additional cost. This coverage can be used for special events and/or New Year's Eve stand-by. Hours will not carry over to following year.

Contract Billing

< \$10,000/month

Hours of overtime

8 hours

&gt;\$10,000/month

16 hours

This Overtime Coverage provision does not apply to the following Las Vegas Properties: Bally's Las Vegas, Caesars Palace, Flamingo Las Vegas, Harrah's Las Vegas, Paris, Rio.

■ **Unit Detail**

All Units covered under this Property Service Agreement are listed in Unit Detail **Attachment 1-A** attached hereto and incorporated herein by reference.

■ **Service Level Commitment**

**Attachment 1-B** – Service Level Commitment provides reporting, measurement guidelines, and financial implications for below target performance. Service levels will be measured in the following areas.

- Response times for calls
- Operating performance
- Call backs per Unit
- Reporting
- Unit downtime
- Violations

■ **Definition of Service Call Types**

Examples of issues are not all inclusive and provide a specific issue that falls into this call type for an understanding of other call types that may apply.

Service Call Type	Example of Issue	Otis Definition
Emergency	Entrapment	Entrapment or injury
Critical	Unit down	Critical Unit or bank of elevators are shut down
Adjustment	Elevator doors close too slow	Service Request
Non-Equipment Related Call	Vandalism, flood	Work outside the scope of routine maintenance

■ **Service Call Response Time**

Otis shall respond to the following category of calls in the specified amount of time during regular covers hours. After regular coverage hours, the travel time, which may vary, will be added to the stated response times below.

Emergency: # \_\_\_\_\_ Minutes  
 Critical: # \_\_\_\_\_ Minutes  
 Adjustments: # \_\_\_\_\_ Minutes

#### ■ Operating Performance

Otis will provide Harrah's a baseline performance review for property to establish the current performance operational criteria. The table below gives a guideline for microprocessor-controlled equipment. Floor to floor time assumes 8'8" floors. Door time assumes 42" for passenger and 48" for service. Otis shall work with Harrah's to establish a Property specific operating performance criteria that will be measured on a monthly basis. Below is an example of the performance criteria and measurements. **Attachment 1-C** – Operating Performance shall be completed by Otis and Harrah's within ninety (90) days of execution of this Property Service Agreement.

Table directly below is *EXAMPLE ONLY*.

Unit Type	Performance Criteria
Gearless Passenger (3500 lbs. 500-800FPM)	Door Opening Time (seconds) – 1.5 to 1.9
	Door Closing Time (seconds) – 2.4 to 2.8
	Stopping Accuracy (inches) – ¼"
	Floor to Floor Time (seconds) – 7.9 to 9.5
Gearless Service (4500 lbs. 500-700FPM)	Door Opening Time (seconds) – 1.7 to 2.5
	Door Closing Time (seconds) – 2.4 to 2.8
	Stopping Accuracy (inches) – ¼"
	Floor to Floor Time (seconds) – 9.5 to 11.2
Geared Passenger (3500 lbs. 350 FPM)	Door Opening Time (seconds) – 1.7 to 2.5
	Door Closing Time (seconds) – 2.4 to 2.8
	Stopping Accuracy (inches) – ¼"
	Floor to Floor Time (seconds) – 9.0 to 11.6

#### ■ Required Testing

Otis shall perform the following tests, all of which comply with the ANSI code for elevators and escalators:

Traction elevators: Otis will conduct an annual no load test and perform at each fifth (5<sup>th</sup>) year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. ~~If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.~~



Hydraulic elevators: Otis will conduct the annual no load test and the annual pressure relief valve test.

For those elevators with firefighters' service, Otis will perform monthly special emergency service testing at all sites with standby mechanic sites and will perform annual special emergency service testing at all sites.

Where ANSI 2000 code revisions are adopted Otis will provide escalator indexing as required by code. In the event that the escalator fails the index test, Otis will produce a proposal to install skirt brushes.

In some instances, Tribal properties have fewer testing requirements. Otis will meet the specific testing requirements for these sites as outlined and in effect by the governing authority that are at the time of the execution of this Property Service Agreement.

■ **Internal Self-Performance Evaluation by Otis**

Otis shall provide an objective performance evaluation by a regional representative from outside the Otis office where the Property is based. These evaluations shall be performed at no cost to Harrah's.

The designated Otis representative will conduct annual on-site surveys. The focus of these inspections is to insure that proper maintenance is being completed at every property. The representative will confirm that the necessary maintenance procedures have been completed, identify any missed maintenance procedures or repairs and identify any relevant safety items.

Summary results of the audits and surveys will be provided to Harrah's along with the Otis action plans for resolution of any issues pending. An action plan to resolve all pending issues will be submitted to the local Harrah's property within thirty (30) days of the completion of the audit along with a schedule as to when the work will be completed.

2. **On-Site Notice**

Otis shall sign in and out at the following location when they arrive and depart the Property.

Sign In / Out Location: *[insert location:]* \_\_\_\_\_

By checking 'Yes', the Property will allow verbal notification via phone when arriving on site during emergency calls. ☐ Yes ☐ No (if blank, No is considered checked)

3. **Payment Schedule**

a. ~~The fixed or not-to-exceed total monthly price contract for the Services to be performed by Otis under this Property Service Agreement is \$~~ \_\_\_\_\_, which shall be paid on the following schedule:

Property current payment type is:

☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ New account

Property select payment type is:

☐ Quarterly ☐ Semi-Annually ☐ Annually

(Property may be eligible for discounts, see Section b below)

This section is only for Properties that currently use Otis: Property currently receives a discount of \_\_\_\_\_% as reflected in the above pricing that will be maintained if their payment frequency is not changing. Property will not receive an incremental discount for changing, and will only receive the actual discount stated below in Section b.

The frequency of the selected payment type must not be less than current payment type.

- The Property invoices shall be sent to:

Attn: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- All payments shall be sent to Otis at:

Attn: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Payment Discount

Property may select payment type to receive a discount, if payment type is not currently established as semi-annually or annually under any current agreement with Otis.

<u>Payment Type</u>	<u>% Savings</u>
Quarterly to semi- annual	1%
Quarterly to annual	3%

All discounts are applied under retail accounting method  
 $(100 \times .97 \times .098 = 95.06)$

c. Billing

~~Billing is sent in advance of service period and payment terms are Net Thirty (30) days from receipt of invoice.~~

4. **Modernization Discount.** Otis will offer a minimum two percent (2%) savings off the maintenance price of each Unit for all modernizations that include modernization of the existing controller system to an Otis control system. This discount shall be reflected directly on the Property invoice. Both parties shall negotiate in good faith, considering all efficiencies and cost savings created by modernization, to obtain a mutually agreed upon final percent discount for each Unit modernized.
5. **Rebate.** Otis will provide Harrah's Property a one percent (1%) Otis Bonus rebate based on total contract maintenance billing of Harrah's Property. The Otis Bonus rebate must be spent on products or services purchased from Otis, excluding maintenance. Otis will provide Harrah's with a quarterly report indicating the monthly contract maintenance spent for the Property and the accumulated rebate. Harrah's property shall have twelve (12) months from rebate issuance to use value. Rebate shall be included in reporting requirements. Harrah's property must be current on all undisputed maintenance invoices (30 days or less from receipt) in order to receive said rebate for such Harrah's property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties agree that the complete agreement between the parties consists of 1) the Master Agreement, and 2) this Property Service Agreement.

Property:

Otis:

Otis Elevator Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1-A**

**Unit Detail and Pricing**

**Unit Detail list, which may be attached, shall include:**

- Unit Number – As assigned by Harrah's Property \_\_\_\_\_
- Make \_\_\_\_\_
- Model Number \_\_\_\_\_
- Location \_\_\_\_\_
- Unit Type –  
Escalator, Elevator (traction, hydraulic, etc) \_\_\_\_\_
- Price Per Month \_\_\_\_\_
- Number of Units if each Unit is similar \_\_\_\_\_



**ATTACHMENT 1-B**

**Service Level Commitment**

**Service Level Agreements.** Otis agrees to provide discounts for failure to achieve specific service level targets as specifically set forth in this **Attachment 1-B**. All service levels shall commence one hundred and eighty (180) days after service is started at a Harrah's Property by Otis (the "Implementation Period"). Otis and Harrah's may, from time to time, mutually agree to amend the service levels set forth in this **Attachment 1-B**.

Otis will monitor service level performance via eService and validate performance results with Harrahs; no third party software will be accepted for measuring the service level performance.

**Service Levels**

Service level target achievements will be reported quarterly by Otis to Harrah's for this Agreement. Measurements will be conducted as follows:

**Property Level Measurements:** Each Property shall be measured individually.

**Program-Wide Measurements:** If four (4) or more Properties receive quarterly PPM scores greater than twenty five (25) for more than three (3) quarters during a rolling five (5) quarter period, Harrah's shall have the right to terminate the Master Agreement without penalty, giving a minimum sixty (60) day written notice.